



Santa Clara Firefighters L1171



Santa Clara Police Officers Association

Rebuttal to City Staff Report – April 11, 2006 re Arbitration

There are errors and misleading statements made in the staff report that are inappropriate and which should be changed immediately.

The report cites the following quote (.pdf file, page 1 and 2):

The ballot measure proposed by the POA and Firefighters' Union provides that the City: "shall negotiate in good faith . . . on all matters, relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of any negotiated agreement." The measure also provides that "all [unresolved]

This is, in fact, not part of our ballot measure which was submitted and returned by the City Attorney. Every conclusion or opinion drawn from this misinformation is in error, and should be rewritten or eliminated. This was in fact pointed out to the City Attorney and he reissued the notice of intent to circulate with the correct language.

The following is also not true as it does not take into account that the only items that would be decided by an arbitrator are "unresolved disputes." (Page 2.)

A decision to support binding interest arbitration is a decision to give up control of the City budget, the most fundamental responsibility of the City Council. The City budget determines City priorities, quality and quantity of service levels to the community, provides funds for employee salaries and benefits, maintenance of basic City infrastructures and necessary Capital Improvement Projects. Currently, 51% of the City's General Fund budget is already dedicated to the Police and Fire departments. (See Attachment A.)

The firefighters were never consulted about this. We learned substantially after the fact that the City Managers Chief Negotiator had been fired by her. We were never informed that it was our complaints that led to his firing. She is leading people to believe that it was our complaints that motivated her to let him go, but it was not the complaints, rather the havoc and disruption he was creating as the City's lead representative in negotiations was creating an overly adversarial and unproductive environment that led to his firing. We can only believe that the CM got more than she bargained for when she hired her outside contract attorney.

During the 2003 meet-and-confer process, the POA and Firefighters' Union complained that the City's chief spokesperson at the negotiating table was not representing the City in the manner that the City was committed to in its philosophy. In response to the 2003 complaints, the City Manager replaced the Chief Negotiator, and assigned a new Chief Negotiator for the remainder of the process.



Santa Clara Firefighters L1171



Santa Clara Police Officers Association

This is very misleading. The meetings the CM refers to here did in deed take place. Nothing that was suggested by the Firefighters has ever been implemented, and the results of the meeting or the "five points" she talks about have never been discussed (page 3) since the February/March 2005 meetings in the CM's office. In a June 2005 letter addressed to the CM I indicated that I would like to continue meeting with the CM in the spirit of our "new" principles. I never received a reply from her.

In separate meetings over several months, the City Manager met with representatives of the POA and Firefighters' Union. The agenda of the meetings was to improve future negotiations by focusing on roles and responsibilities for the City and the public safety employee organizations, discussion of the POA and Firefighters' Union and the City's negotiations preparations, what worked well and what areas needed to be strengthened. The result from the meeting with the Firefighters' president was a mutual commitment consisting of five major points with emphasis on working collaboratively for the best interests of the overall City. Similarly, the meetings with the POA president identified areas of improvement for the future. In my

How would accepting reimbursement for cost of the election as a gift to the general fund imperil the "integrity of the process" (page 5)? This is pure subjective conjecture and there is no substantive legal or ethical reason given that substantiates this one-sided opinion.

The City Clerk in consultation with the County Registrar of Voters has determined that the cost of a ballot measure for the November 2006 Election is estimated at \$57,111. When a petition process is used, there are additional costs for signature verification relating to the petition ranging from \$2,500 for random checking of 500 signatures only or up to \$17,600 to have all signatures checked. See the City Clerk's report for a detailed explanation of costs. Source of funding would be the City's General Fund. Funds would need to be included in the 2006/07 budget. Although a significant amount, if it is decided to place this on the ballot or if the petition qualifies, I recommend the City cover the election cost as per past practice. In the last 16 years, two initiative petitions qualified to be placed on the Ballot in 1992 and 1998. In both instances, the City paid for the election cost and it is recommended the City maintain this past practice. To maintain the integrity of the process, it would be inappropriate for the petitioners to pay for the election.

Our concern with this staff report is that it is not balanced, and is biased in favor of a political, anti-arbitration opinion. It was our hope that staff would produce an objective document that would truly outline the advantages/disadvantages of impartial arbitration. It is our opinion that this is the staff's role. They have instead advocated for a position that is opposed to impartial arbitration.

We do favor this one conclusion though. Page 6...

2.

The Council could approve the request to place binding interest arbitration on the November 2006 ballot.



Santa Clara Firefighters L1171



Santa Clara Police Officers Association

In addition to the above there are many, many more speculative and conjectural statements made throughout the document that are subject to rebuttal and clarification. We expect to be given the time necessary to address our concerns on Tuesday evening April 11, 2006.

Respectfully,

A handwritten signature in black ink, appearing to read "GN", is written above the printed name.

Gary Niblock - Firefighters